

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE U.S. GEOLOGICAL SURVEY AND THE U.S. ARMY FORCES COMMAND**

SUBJECT: Memorandum of Understanding (MOU) between the U.S. Geological Survey (USGS) and the Department of the Army, Forces Command (FORSCOM).

1. PURPOSE. This MOU is entered into by and between the USGS and the FORSCOM, for the purpose of establishing the respective responsibilities of parties for delivering technical assistance and related services to enable FORSCOM Installations to meet and sustain compliance with all applicable environmental laws and regulations.

2. REFERENCES.

- a. Executive Order 12088, Federal Compliance with Pollution Control Standards.
- b. Executive Order 12856, Federal Compliance with Right-to-know Laws and Pollution Prevention Requirements.

3. BACKGROUND.

a. References 2a and 2b define the responsibilities of Federal agencies regarding prevention, control, and abatement of environmental pollution. The Army is responsible for compliance with all applicable pollution-control standards.

b. In order for FORSCOM to meet the requirements of the referenced executive order, FORSCOM must obtain additional technical advice and regulatory expertise. The USGS has demonstrated exceptional technological capabilities that are extremely helpful in this regard.

4. SCOPE.

The USGS agrees to provide support within the scope of USGS scientific capabilities to FORSCOM and its installations by applying technologies, scientific skills, and analytical tools in the areas of compliance, pollution prevention, restoration, conservation, and all other areas of concern. It is also understood that the ability of the USGS to conduct requested work will depend on the availability of qualified staff. The scope of the USGS technical services includes the following items:

a. Site Characterization. The USGS will conduct preliminary assessment/site investigations (PA/SI) and/or Remedial Investigation/Feasibility Studies (RI/FS) or other hydrogeologic investigations at designated FORSCOM installations. Investigations may determine baseline environmental conditions or estimate the magnitude, direction, rates of

movement, and extent of contaminants. Field investigations will result in a report. The investigations will be designed to complement and support other investigations or design activities relating to the installation and will help develop regulatory compliance approaches at FORSCOM installations.

b. Prioritizing Water Resources. The USGS will assist in prioritizing FORSCOM's surface and ground water resources to predict the susceptibility of these water resources to acts of terrorism.

c. Prioritizing Environmental Requirements on FORSCOM Installations. The USGS will assist FORSCOM in identifying and prioritizing environmental requirements, providing solutions based on cost and risk-based decision tools, and integrating these solutions at FORSCOM installations.

d. Providing Technical Support to FORSCOM. The USGS will provide technical support to FORSCOM for these activities within the scope of USGS scientific capabilities and technical expertise, authority to approve/disapprove recommendations and any proposed action will remain with FORSCOM. Technical support includes but is not limited to the preparation of descriptions of proposed actions and alternatives (DOPAA), environmental assessments (EA), environmental impact statements (EIS), findings of no significant impact (FONSI), and other associated decision documents, wetland delineations, hydrologic and water-quality aspects of real property environmental baseline surveys, and mitigation plans. This work includes, but is not limited to, data-collection design and development; interpretation; sampling and analysis of hydrological, water quality, and geophysical data; environmental impact evaluation; report preparation; special environmental planning of natural and cultural resource studies; and attendance at meetings and hearings.

e. Conducting Quality-Assurance/Quality-Control (QA/QC) Reviews. The USGS may review chemical sample data from hazardous material sites to assure the integrity of the data generated. The USGS will review the chemical data to ensure that adequate QA/QC procedures were followed. The USGS also will provide independent analytical services and methods (where applicable) to assure the validity of the data.

f. Providing Support for Emergency Actions at FORSCOM Installations. USGS personnel may be requested to comment on hydrogeological aspects (not to include engineering design) of emergency remedial actions, such as hazardous substance releases and other related actions.

g. Conducting Hydrologic Studies. When requested by FORSCOM and agreed to by the USGS, the USGS will (1) undertake hydrological studies to define ground-water and/or surface-water resources at FORSCOM installations and facilities; (2) design appropriate ground-water and/or surface-water management practices; (3) help to assess future water- supply needs; (4) conduct reservoir-sedimentation

studies; (5) determine water budgets; (6) conduct flood-frequency studies; (7) conduct land-degradation studies; (8) conduct studies to determine the impact of various land-use activities on water resources at FORSCOM installation; and (9) Prioritize FORSCOM's pollution sources based on risk to surface and ground water resources.

h. Conducting Research and Development Studies. Within the scope of USGS scientific capabilities, the USGS will conduct studies of a wide range of environmental issues at FORSCOM installations. The scope of work may include determining the feasibility of potential corrective actions to improve the quality of surface-water bodies and aquifers, and the development of techniques and methods to measure and delineate specific contamination problems more effectively and efficiently. The work also may include the characterization of geology to facilitate the placement of landfills, buildings, and other structures.

i. Providing Technical Information. The USGS will supply, within 14 days of FORSCOM of publication requests from existing USGS reports and(or) files, any area-specific ground-water data, supporting geologic and(or) hydrogeologic data, and surface-water chemical- and physical-quality data.

j. Providing Maps, Geospatial Data, Geospatial Data Products and Services. Such services include (1) general purpose topographic maps, digital elevation and other standard digital cartographic data, and multi-resolution land cover, and land-sensing imagery; (2) assistance in setting data standards; (3) assistance in data-base design and development; (4) integration of multiple data sets; (5) geographical information system (GIS) data analysis and data display applications; (6) application of remote sensing and geographical information system skills to determine impacts and changes to natural resources; and (7) data-base archival and maintenance.

k. Providing Technical Support for Court Proceedings. As related to specific litigation, the USGS may be asked to testify about the ground-water system, the nature of the contamination, and the transport of contaminants in the ground water. Testimony will be limited to materials published (and/or) prepared by USGS personnel. USGS personnel will not be considered to be expert on engineering aspects of mitigation procedures or on policy aspects of the FORSCOM course of action, and will not be asked to testify on Army policy questions.

l. Attending Meetings. In appropriate circumstances, FORSCOM may invite USGS to provide technical expertise at environmental meetings.

m. Providing Technical Analysis. When requested by FORSCOM, USGS personnel will assist in developing, maintaining, and analyzing environmental data bases. The USGS will provide the expertise to evaluate the data bases in order to evaluate and report findings on environmental conditions, such as plume patterns, and the frequency of occurrence of potentially hazardous compounds.

n. Providing Temporary Personnel Assignments. At the request of FORSCOM (subject to the availability of staff and the execution of necessary appropriate personnel documents), the USGS will temporarily assign USGS professionals to FORSCOM at Fort McPherson, Georgia, or at any other mutually agreed upon locations. Such assignments may be up to 4 years in duration and may be extended by mutual agreement between all parties. These professionals will assist FORSCOM as project managers and advisors in environmental matters. This action will be covered by a separate Memorandum of Agreement (MOA) between FORSCOM and the USGS and will become an amendment to the basic MOU.

o. Providing Analytical Chemistry Analyses. The USGS, when requested by FORSCOM, will provide chemical analyses of water, soil, and hazardous-waste samples collected in support of FORSCOM activities.

p. Providing Technical Instruction to FORSCOM. Upon request, the USGS will provide instruction to FORSCOM. This instruction may include methods of collecting surface- and ground- water quality samples, measurements of water levels in wells and surface-water bodies, measurement of discharge rates from pumpage wells and surface-water bodies, and management of water-supply and water-quality records. Other instruction may include the use of USGS computer models for various hydrological and(or) contamination problems, techniques to measure reservoir capacity for drinking-water supplies, and use of USGS field instruments.

q. Providing Training to FORSCOM. The USGS currently offers a broad range of courses on hydrology, water-quality, geochemistry, data-management, computer model-simulation, ground water, surface water, and geophysics (surface and borehole). Training will be provided either at the USGS National Training Center or at another mutually agreeable site.

## 5. UNDERSTANDINGS, AGREEMENTS, SUPPORT, AND RESOURCE NEEDS.

a. FORSCOM and USGS representatives are as follows:

For FORSCOM:

Mr. Rudy Stine  
U.S. Army Forces Command  
ATTN: AFPI-ENE  
Fort McPherson, GA, 30330-6000  
(404) 464-5712, FAX (404) 464-7827 email: rstine@forscom.army.mil

For USGS:

Alex P. Cardinell or his delegate  
U.S. Geological Survey  
3916 Sunset Ridge Road  
Raleigh, NC 27607  
(919) 571-4021

FAX (919) 571-4041 email: apcardin@USGS.gov

b. Funding. FORSCOM shall, subject to the availability of funds, fund all costs of assistance for tasks provided under this MOU. FORSCOM shall provide funds in advance of the commencement of work or the issuance of any obligation of the USGS for any task assigned. FORSCOM shall provide the USGS the full amount of estimated expenses by delivering a DD Form 448, Military Interdepartmental Purchase Request (MIPR). If the actual cost to the USGS is forecast to exceed the amount of funds available, the USGS shall promptly notify FORSCOM of the amount of additional funding necessary to pay for the assistance. FORSCOM shall either provide the additional funds to the USGS, limit the scope of the assistance to that which can be financed by available funds, or direct termination of the project. Should FORSCOM not exercise any of the above options, the USGS may immediately terminate the project. Nothing herein shall require the USGS to continue performance beyond a level that can be supported by advance funds provided by FORSCOM. The USGS's administrative costs associated with coordinating programs by the USGS representative at FORSCOM installations will vary, depending upon the type of work and size of the program. The maximum USGS administrative coordination costs are equal to 5% of the amounts awarded and will not exceed \$100,000 within a fiscal year without mutual consent by FORSCOM and the USGS. The USGS coordination costs include man-hours, travel, and limited equipment purchases approved by FORSCOM.

c. Billing. Billing will be performed by the USGS. Billing will be conducted monthly for costs recorded during the previous month on an SF Form 1080 for reimbursement to the USGS on the basis of actual costs incurred.

d. Acceptance of Funds. Funds shall be considered obligated upon USGS acceptance of said funds (signature on DD Form 448-2-E, Acceptance of MIPR). Performance by the USGS or its contractor shall continue until one or more of the following conditions are met:

1. Completion of the Statement of Work and task closeout.
2. Expenditures/commitments equal the amount authorized for the task.
3. Task termination by either party to the agreement.
4. Work completion dates mutually agreed upon by both parties.

e. Application Laws and Regulations. Nothing in this MOU relieves any applicant, grantee, consultant, contractor, subcontractor, or any other party from any obligations imposed upon them by law, regulation, and other applicable requirements.

f. Records and Reports. The USGS shall establish and maintain records and receipts of expenditures of funds provided by FORSCOM. Records shall be maintained in sufficient detail to permit identification of the of the expenditures made by the USGS and shall be made available for inspection by officials of FORSCOM upon request. The USGS shall provide status reports, briefings, and other necessary information on any work conducted.

g. USGS Technical Reporting Requirements.

1. Report Processing: The results of activities conducted by the USGS for FORSCOM will be provided to FORSCOM in a format prescribed by or acceptable to FORSCOM. A first draft report will be provided to FORSCOM for internal comment. Comments will be provided to the USGS within 45 days of receipt of the draft by FORSCOM. A second draft will be prepared which addresses comments received; the second draft will be processed through normal USGS channels for USGS approval. The second draft also will be provided to FORSCOM for comment at the time it is submitted by the originating USGS office for USGS approval, for release to FORSCOM. Differences of opinion related to comments provided by FORSCOM to the USGS concerning either the first or second draft will be resolved by negotiation to the mutual satisfaction of both parties. Though sensitive information is rarely present in the types of reports expected to be generated under this agreement, the USGS must receive specific approval from FORSCOM before release for publication of any information gathered under this agreement. A standard form to obtain this approval can be developed to be submitted along with the second draft of the report.

2. The FORSCOM comment process will be completed and (or) acceptance provided by FORSCOM to the USGS within 120 days of receipt of the second draft report by FORSCOM. Upon acceptance of the second draft by FORSCOM, the USGS will prepare the final report. It is agreed that the USGS will not release reports to outside parties except as required under Federal law. Acceptance of the second draft and the return of the signed approval form will constitute approval by FORSCOM for the USGS to publish the information gathered in the study in a USGS report series or in a scientific journal. The USGS also will provide an electronic version of any report in a form agreed upon by both parties. Such USGS reports will reference FORSCOM as the sponsoring agency. Upon approval for the release of the report by FORSCOM, the results of the report and all data collected as part of the investigation will be made available for use by the USGS in related work and will require no additional approval.

3. Publication of Reports: The specific number of copies of the first and second drafts of a report plus the camera-ready original and number of final printed copies provided to FORSCOM will be specified at the time a task order is submitted. The USGS will supply FORSCOM with up to 20 copies of any reports published in the USGS report series or scientific journal. Additional copies of final reports or additional published USGS reports and journal articles will be furnished to FORSCOM upon request. The USGS will notify

FORSCOM when such reports and journal articles are published for a period of at least 3 years following delivery of the final document.

h. Agreement Claims and Appeals. All claims arising under or relating to this MOU shall be resolved in accordance with Federal law and the terms of the individual interagency agreements.

The USGS shall notify FORSCOM of claims or appeals and shall submit requests to FORSCOM for funds to cover such claims and appeals. Subject to the availability of funds, FORSCOM shall promptly provide payment of judgments or settlements of claims and appeals.

i. Property/Equipment. If equipment is acquired as part of the project, such equipment will be accounted for and maintained during the term of the project in the same manner as USGS property. When the project terminates, disposition of the equipment will be as previously agreed to or as instructed by FORSCOM. Such equipment will be delivered to locations requested by FORSCOM, transferred to the USGS, or declared as excess. Cost of disposition shall be borne by FORSCOM.

j. Dispute Resolution. The parties of this MOU shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the disputing party shall submit to a Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing party's position with respect to the dispute, and the technical, legal, or factual information that the disputing party is relying upon to support his position. The DRC will resolve disputes for which agreement has not been reached through informal dispute resolution. The parties shall designate one individual and an alternate to serve on the DRC. The individuals designated shall be employed at the policy level (SES or equivalent). The FORSCOM representative shall be the FORSCOM Environmental Branch Chief, or his delegate. The USGS representative shall be the Associate Director of Water, or his delegate. In the unlikely event that the DRC is unable to resolve dispute, the dispute will be forwarded to a mutually acceptable arbitrator.

k. Security and Classification. Security requirements to be followed in performance of the work will be in accordance with applicable DOD and USGS orders. Before any classified work under this project is initiated, the USGS and FORSCOM security representative will establish appropriate security requirements/procedures.

l. Public Information. Subject to the Freedom of Information Act 5 USC 552, decisions on disclosure of information to the public regarding work undertaken pursuant to this MOU shall be made by FORSCOM following consultation with the USGS. Justification and explanation of FORSCOM programs before Congress and the Executive Branch shall be the responsibility of FORSCOM. The USGS may assist FORSCOM in responding to Congressional inquiries and may support FORSCOM in budget justification.

m. Officials Not to Benefit. No member of or delegate to the Congress, or other elected official, shall share in any part of this MOU or any benefit that may arise therefrom.

n. Covenant Against Contingent Fees. No person or selling agency has been employed or retained to solicit or secure this MOU agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees.

o. Confidentiality. To the extent permitted by the law governing each party, including the Freedom of Information Act, the parties agree not to disclose or disseminate to others exchanged information when requested not to do so by the providing party.

6. EFFECTIVE DATE. This MOU will become effective upon the date of the last signature and will remain in effect for a five (5)-year period from the effective date unless terminated by (a) mutual consent by both parties, or (b) either party by providing 120 calendar days written notice to the other party. In the event of termination, the USGS shall not be responsible for any costs incurred by FORSCOM associated with procuring services from an alternate source; nor shall FORSCOM be relieved of responsibility for costs incurred by the USGS that are covered by this MOU, including costs of closing out or transferring any ongoing obligation. Upon termination of this MOU, the USGS agrees to forward all work products prepared under this MOU. This MOU may be modified upon mutual agreement of both parties.

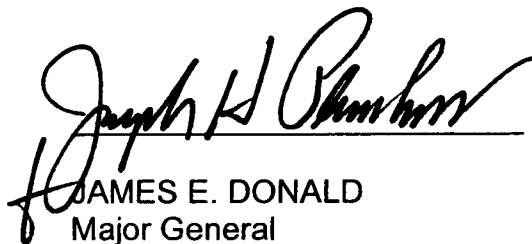
7. AUTHORITY. This agreement is entered into pursuant to the authority contained in the Cooperative Agreements Act 41 U.S.C. 23 (in-house work only) and the Economy Act of 1932 (contracted out work), as amended (31 U.S.C. 1535). By execution of this agreement, FORSCOM certifies that every order will be in the best interest of the Government and that the services set forth in the task orders arising herein cannot be provided as conveniently or cheaply by a commercial enterprise.



STEVE BLANCHARD  
Acting Chief, Office of Information  
U.S. Geological Survey  
Reston, Virginia

Date:

12/10/01



JAMES E. DONALD  
Major General  
U.S. Army Forces Command  
Deputy Chief of Staff for  
Personnel and Installation  
Management

Date:

11/19/01